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CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

HUNTINGTON RIDGE PROPERTY OWNER'S ASSOCIATION, INC.

01000002027

Filing Evidence

☐ Plain/Confirmation Copy

☒ Certified Copy

Type of Document

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

Retrieval Request

☐ Photocopy

☐ Certified Copy

NEW FILINGS	
	Profit
X	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign Limited Partnership
	Limited Liability
	Reinstatement
	Trademark
	Other

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This Instrument Prepared By:
Benjamin W. Hardin, Jr., Esq.
Benjamin W. Hardin, Jr. & Associates, P.A.
3001 Bartow Rd.
Lakeland, Florida 33803

ARTICLES OF INCORPORATION
OF
HUNTINGTON RIDGE PROPERTY OWNER'S ASSOCIATION, INC.
(A Corporation Not For Profit)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Homeowner's Association.

ARTICLE I
NAME

The name of this Association shall be HUNTINGTON RIDGE PROPERTY OWNER'S ASSOCIATION, INC., (The "Association"), and it shall be located in Polk County, Florida.

ARTICLE II
INITIAL PRINCIPAL & REGISTERED OFFICE & AGENT

The street address of the initial principal and registered office and agent of the Association, until changed by the Board of Directors, shall be 2626 Duff Road, Lakeland, Florida 33810 and the name of the initial registered agent of the Association at that address is Clarence J. Socia.

ARTICLE III
PURPOSES AND POWERS

A. The General Purposes and Powers for which the Association is formed are as follows:

1). To control and regulate residential development within the subdivision through the architectural review committee as set forth in the Huntington Ridge Protective Covenants recorded in Official Records Book 4637 at Page 882, and re-recorded in Official Records Book 4650 at Page 8, public records of Polk County, Florida.

2). To foster and promote recreational activity within the subdivision through the acquisition (whether by fee simple ownership, lease or other possessory use interest) and maintenance of recreational land and facilities as provided herein or as it may deem appropriate for the benefit and use of the members;

3). To enforce the Protective Covenants either for its own account or in conjunction with other lot owners and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members. In this regard, it has the right to inspect through its officers, agents and/or employees the square footage size of any residential dwelling unit, or similar structure constructed on any lot and/or the placement thereof in relation to lot line setback requirements, heights of walls, front-yard fencing, hedging and the like.

4). To modify the Protective Covenants on a reasonable basis to prevent undue hardship in the placement of any structure upon any lot in regard to lot-line setback requirements.

5). To manage, construct, repair, maintain and/or improve all Drainage Easements and/or all Drainage Retention/Detention Easements for the use and benefit of all property Owners of the Subdivision.

6). To manage, construct, repair, maintain, and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by either the Developer and/or the Association) on common areas of use, including any leased property for common use.

7). To maintain security within the Subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

8). To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which is owned or leased and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting within the Subdivision until such time that the lot owners of the Subdivision shall be assessed those utility costs via a special lighting district assessment ordinance enacted by Polk County, Florida.

9). It shall have the right, but not the duty, to maintain improved or unimproved lots within the Subdivision wherein the lot owner has failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owner. It shall have an easement and/or license of entry over any lot within the Subdivision for the purposes of this maintenance.

10). To convey for cash, terms and/or exchange Association property; to sue and be sued; to contract for services to provide for the operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all lot owners within the Subdivision to become and be members of the Association; and to transact any and all lawful business.

11). To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and as provided in the Protective Covenants, and to enforce liens for such assessments uncollected against a lot owner's lot within the Subdivisions, with interest, costs and attorney's fees, by legal action, if necessary.

12). To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under the Protective Covenants, these Articles of Association and any By-Laws, Rules and Regulations.

B. The Membership and Assessments, Annual Meetings of Membership and Board of Directors:

1). Each owner of Lots 1 through 101 inclusive, Huntington Ridge Subdivision, Plat Book 113, Pages 39 and 40, Public Records of Polk County, Florida shall be initial members of the Association in accordance with Article IV. As a member, each lot owner shall be liable and obligated for payment for maintaining the Association and the cost of maintenance, improvement and operation of the various common areas under control of the Association, including those operational costs that may be attributable to a special lighting district for the Subdivision, and any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined in Article III (A)(1-12), as set forth in the Protective Covenants. Each Lot membership shall bear equal proportion of each assessment regardless of a Lot's location, dimension or size. Any unpaid assessment due at anytime, shall be and become the obligation of a subsequent owner of a Lot upon purchase of said Lot. Nothing herein shall require the Developer to pay assessments on any Lot until such Lot is conveyed to a third party.

2). During the first quarter of each year, commencing in 2002, the Board of Directors shall determine the amount of the Association's maintenance, improvement and operation assessment of the following year commencing January 1st. Annual assessments shall be due and payable in advance on or before December 31st. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. During the first quarter of each year, beginning in 2002 the

Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conditioning old and new Association business for the ensuing year commencing January 1. Special Assessments for these purposes may, from time to time, be made by the Association as provided in the Declaration of Covenants and Restrictions

3). A call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting; and shall be mailed to all Lot owners at the last addresses for said owners shown on the books and records of the Association or to the Lot owner's addresses as shown on the Polk County Tax Rolls. The annual election of the Board of Directors, the fiscal year's annual assessments and charges, and other business of the Association shall be determined at the annual meeting by the affirmative written vote of a majority of those Lot owners present, in person or represented by proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be deemed a member of the Association in accordance with Article IV.

4). Following the Association annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Article III (A)(1-12) and a statement shall be mailed by the Association to all Lot owners who are members in accordance with Article IV. All assessments and charges shall apply to a year commencing January 1st. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

ARTICLE IV

MEMBERS

A. **MEMBERSHIP:** Each Owner of Lots 1 through 101 inclusive, HUNTINGTON RIDGE SUBDIVISION shall automatically become a member of the Association upon the acquisition of an "ownership" interest in a Lot and upon the recording, in the public records of Polk County, Florida, of a deed or other instrument evidencing such ownership interest. Membership shall continue until such time as the Owner transfers or conveys of record said ownership interest, or said ownership interest is transferred or conveyed by operation of law; at which time said membership (with respect to the Lot or interest conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Only Owners may be members of the Association and a person or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner.

B. **FEES AND ASSESSMENTS:** Each owner of Lots 1 through 101 inclusive HUNTINGTON RIDGE SUBDIVISION shall be responsible to pay an Annual Maintenance Fee and Any Special Maintenance Fee, as set forth in the Protective Covenants.

ARTICLE V

ADDITIONAL FUTURE MEMBERS

In the event of development of future phases to HUNTINGTON RIDGE SUBDIVISION, the Developer expressly reserves the right, at Developer's sole option, to annex additional real property, contiguous in whole or in part to the Subdivision, into the Subdivision as though such additional real property was an original part of the Subdivision, and to make such additional real property subject to the Protective Covenants or a similar declaration. The number of future phases to HUNTINGTON RIDGE SUBDIVISION and the number of lots included in each phase shall be determined by the Developer in its sole discretion. The Developer may exercise this right at any time, without consent of any Owner. If additional real property is annexed into the Subdivision and made subject to this declaration or a similar declaration, the Owner or Owners of each Lot within the additional real property shall automatically become a member of the Association, effective as of the date of the recording of a declaration of covenants and restrictions requiring lot owners to be members of the Association, and shall be permitted to use the roads, easements, and common areas

in the Subdivision. The Association and its membership hereby agree not to oppose any effort by the Developer to re-zone such additional lands, provided such zoning is consistent with conventional single family residences.

ARTICLE VI **VOTING**

MEMBERSHIP VOTING: The Association shall have two classes of voting membership:

1. **Class A:** The Class A members shall consist of all Owners, except for the Developer. Class A members shall be entitled to one vote per Lot. When more than one person or entity holds an interest as an Owner in any one Lot, all such persons and entities shall be members of the Association, but the single vote shall be cast as the majority in interest of such Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot, except as provided below for Lots owned by the Developer.

2. **Class B:** The Class B member shall be the Developer as defined in the Declaration of Covenants and Restrictions. As a Class B member, the Developer shall be entitled to ten (10) votes for each Lot owned by it in this subdivision or any additional platted phases which may be annexed and whose owners become members of the Association. The Class B membership shall cease to exist and shall be converted to Class A membership upon the first to occur of either of the following three events:

- a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- b. When, in its discretion, the Developer voluntarily terminates in writing its Class B membership; or
- c. As provided by law.

Upon the first to occur of the above three events and termination of the Class B membership, the Developer shall become a Class A member and shall be entitled to one vote for each Lot owned by it.

ARTICLE VII **MANAGEMENT**

The affairs and business of the Association shall be managed by a Board of Directors and by the following officer: President, Vice President and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the annual meeting of the Board of Directors. The President and Vice-President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible.

ARTICLE VIII **LIENS**

Creation of Lien: All assessments and/or fees imposed by the Protective Covenants, together with interest on delinquent assessments and/or fees as provided, costs, and reasonable attorney fees, shall be a charge and continuing lien upon the lot against which such assessments and/or fee is levied. Each Owner hereby grants to the Association a lien on the Owner's Lot to secure the payment of all assessments and/or fees levied against the Lot, together with interest, costs, and reasonable attorneys' fees for collection thereof. If any assessments and/or fee payment is not received by the Association within thirty (30) days after its due date, the Association may record a notice of lien in the public records of Polk County, Florida, at any time thereafter. This lien shall be subordinate to any mortgage or mortgages encumbering the Lot and of record at the time of the recording of the notice of lien.

ARTICLE IX
OFFICERS

The names of the initial Officers who are also the incorporators of this Association and the subscribers to these Articles of Incorporation and who are to serve until the first election of Officers by the Board of Directors are:

Clarence J. Socia
Elaine Peterson
Pat Ammons

President
Vice President/Secretary/Treasurer
Vice President

ARTICLE X
DIRECTORS

- 1). The Association shall have three (3) directors initially. When Class B Membership converts to Class A Membership, the number of directors shall be increased to five (5) and elected by a majority of the membership present at the next annual meeting. Thereafter, from time to time, the number of directors may be increased by majority of the membership present at any authorized meeting but shall never be less than five (5).
- 2). The names and addresses of the persons who are to serve on the initial Board of Directors are:
Clarence J. Socia, 105 Heatherpoint Dr., Lakeland, FL 33810
Elaine Peterson, 7041 Montreal Dr., Lakeland, FL 33810
Pat Ammons, 2626 Duff Road, Lakeland, FL 33810
- 3). The initial directors shall serve at the discretion of the Developer and as provided for herein and in the Protective Covenants.
- 4). After Class B Membership converts to Class A Membership, at each annual meeting of the members of the Association, the members shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such members shall serve until the next annual meeting of the Association.
- 5). In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his or her predecessor.
- 6). No member of the Board of Directors or any committee of the Association or any officers of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by them, acted in good faith, without willful or intentional misconduct.
- 7). The Board of Directors shall see that all assessments shall be assessed equally against all Lot owners as outlined in these Articles and the Protective Covenants. Where there are multiple owners of any Lots, such owners shall be jointly and severally liable for the payment of all Assessments.
- 8). The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

ARTICLE XI
AMENDMENTS

The Association through its membership shall have the right to amend, modify and/or rescind

any or all of the Protective Covenants pertaining to HUNTINGTON RIDGE SUBDIVISION, by amendment, modification and/or rescission thereof, as set forth in said Protective Covenants.

Other than the foregoing right of the membership to amend, modify and/or rescind said Protective Covenants pertaining to HUNTINGTON RIDGE SUBDIVISION hereinabove referenced, other amendments to these Articles of Association may be approved by the Board of Directors proposed by them to the members and approved at any meeting by a majority of the members present, provided that no less than ten (10) days notice by mail shall have been given to all members, setting forth the proposed amendment(s), modification(s) and/or rescission(s) to these Articles of Association.

However, notwithstanding the foregoing, no amendment, modification, and/or rescission to the Protective Covenants or these Articles of Incorporation may be made that would in any way exclude mandatory membership of each lot owner of the Subdivision, the non-voting members of the Association as set forth herein, or affect the surface water management system of HUNTINGTON RIDGE SUBDIVISION, including the water management portions of the common areas contained therein unless prior approval thereof is obtained from the Southwest Florida Water Management District.

ARTICLE XII

TERM

This Association shall have perpetual existence, however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the Laws of the State of Florida, then and in that event, the Drainage Easements and/or Drainage Retention/Detention easements as shown on the Plat of HUNTINGTON RIDGE SUBDIVISION, Plat Book 113, Pages 39 and 40, Public Records of Polk County, Florida, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association or their successors to an appropriate local governmental agency; or if not accepted, they shall be dedicated to a similar non-profit corporation chartered under the Laws of the State of Florida by the members hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned, as subscribers to these Articles of Association, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 20th day of March, 2001.

SUBSCRIBER

ADDRESS


Clarence J. Socia

105 Heatherpoint Dr.
Lakeland, FL 33810

ACKNOWLEDGMENT

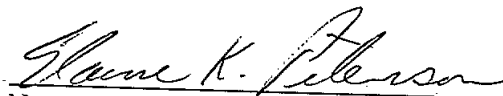
STATE OF FLORIDA
COUNTY OF POLK

The foregoing Articles of Association of HUNTINGTON RIDGE SUBDIVISION, was acknowledged before me by CLARENCE J. SOCIA, who is personally known to me and to be the person who executed the foregoing Articles of Association as Subscribers thereof of HUNTINGTON RIDGE PROPERTY OWNER'S ASSOCIATION, INC. and who acknowledged before me that he has executed them for the purposes herein expressed.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal of the State and County aforesaid this 20th day of March, 2001.



Elaine K. Peterson
Commission # CC 930623
Expires June 8, 2004
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

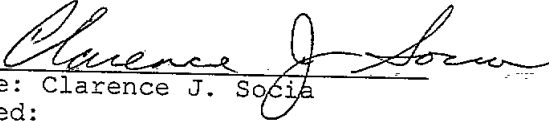
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

HUNTINGTON HILLS PROPERTY OWNER'S ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 2626 Duff Road, Lakeland, Florida 33810, has named Clarence J. Socia, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:



Name: Clarence J. Socia
Dated:

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01 MAR 22 PM 1:45
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TALLAHASSEE, FLORIDA